

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JOLIET AVIONICS, INC.,)	
)	
Plaintiff,)	
)	
v.)	Case No. 19 CV 8507
)	
CITY OF AURORA,)	Judge Nancy L. Maldonado
)	
Defendant.)	

DEFENDANT’S MOTION FOR SUMMARY JUDGMENT

Defendant CITY OF AURORA (“City”), by and through its attorneys, KLEIN, THORPE & JENKINS, LTD., and pursuant to Fed. R. Civ. P. 56, respectfully requests that this Court grant summary judgment in its favor, and in support thereof, the City states as follows:

1. On July 29, 2022, Plaintiff Joliet Avionics, Inc. (“JA”) filed its Corrected First Amended Complaint (“Complaint”) against the City alleging an equal protection claim under 42 U.S.C. § 1983 (Count I) and a state law breach of contract claim (Count II). Dkt. 142.

2. Pursuant to this Court’s standing order on summary judgment practice, the City sent a letter to Plaintiff’s counsel on May 8, 2023 advising of the bases for this motion; and counsel for both parties participated in a meet and confer conference on May 9, 2023. Despite this conference, the City still wishes to move forward with the filing of its motion.

3. The City now moves for summary judgment because “class-of-one” is not applicable to JA’s equal protection claim; and even if JA could proceed on this theory, it could not sustain a claim because there is insufficient evidence that JA is similarly situated to its alleged comparators or that the City intentionally treated JA worse than other tenants at the Airport, and the evidence shows that the City had rational bases for all of its alleged actions and/or inactions.

4. In addition, JA failed to establish *Monell* liability against the City because there is no evidence of a widespread discriminatory practice, custom, or *de facto* policy with respect to the City's lease agreements and enforcement of the Minimum Standards against JA compared to other Airport tenants; and JA cannot show that the alleged constitutional violation was caused by any City policy or official with policymaking authority.

5. The City is also entitled to summary judgment because JA expressly released and discharged any and all claims occurring prior to April 22, 2015 that it had or may have had against the City arising out of, relating to, or in any way connected to its 2007 Lease and the 2006 Minimum Standards when it entered its 2015 Amended Lease with the City.

6. On JA's breach of contract claim, the City is also entitled to summary judgment because there is no evidence that it breached any terms of the parties' lease agreements at any time, and the Court lacks subject matter jurisdiction over JA's claims that the breach arose out of the City's failure to comply with the Minimum Standards and/or its Grant Assurances to the Federal Aviation Administration ("FAA").

7. Furthermore, the portions of JA's constitutional and state law claims that are premised on alleged violations of the Minimum Standards and/or Grant Assurances are within the exclusive jurisdiction of the FAA and must be dismissed because there is no private cause of action for such claims in this Court.

8. As more fully set forth in Defendant's Memorandum of Law in Support of its Motion for Summary Judgment, filed contemporaneously herewith, the evidence does not permit a finding that the City violated JA's constitutional rights or breached the parties' lease agreements at any time.

9. Therefore, the City is entitled to judgment as a matter of law as to all claims alleged against it in JA's Complaint.

WHEREFORE, based on the foregoing, as well as those reasons stated in its supporting Memorandum of Law, Defendant City of Aurora respectfully requests that this Honorable Court grant its motion and enter summary judgment in its favor as to all claims.

Respectfully submitted,

CITY OF AURORA

By: /s/ Colleen M. Shannon
Colleen M. Shannon

Carmen P. Forte, Jr. (cpforte@ktjlaw.com)
Colleen M. Shannon (cmshannon@ktjlaw.com)
Klein, Thorpe & Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, Illinois 60559
(312) 984-6400